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Goodman Road Associates Ltd.

014-2-00-W

Do not record above this line

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WARRANTY DEED

THE STATE OF MISSISSIPPI

County of Desoto

For and in consideration of Three Hundred Thousand and No/100 Dollars (\$300,000.00) the receipt and sufficiency of which is hereby acknowledged, GOODMAN ROAD ASSOCIATES, LTD., a Tennessee limited partnership (the "Grantor") hereby grants, bargains, sells, conveys and warrants unto the Mississippi State Highway Commission the following described land:

Begin at a point that is 40.0 feet South of the Northeast corner of Section 36, Township 1 South, Range 8 West; from said point of beginning run thence South along the East line of Section 36 and along the East line of grantors property, a distance of 125.0 feet to a point on the proposed relocation of Mississippi Highway No. 302 as shown on the plans for Federal Aid Project No. 54-0055-04-053-10, said point is hereby designated as Point "A" for future reference; thence run Westerly along said proposed Southerly right-of-way line the following bearings and distances: run thence South 89° 46' West, a distance of 69.5 feet; thence run North 00° 14' West, a distance of 100.0 feet to a point hereby designated as Point "B" for future reference; thence run South 89° 46' West, a distance of 350.0 feet; thence run North 88° 46' West, a distance of 195.8 feet to a point hereby designated as Point "C" for future reference; thence run South 89° 30' West, a distance of 107.6 feet to a point hereby designated as Point "D" for future reference; thence run Westerly along a line that is parallel with and 42 feet Southerly of the centerline of survey of the proposed relocation of Mississippi Highway No. 302 as shown on the plans for Federal Project No. 54-0055-04-053-10, a distance of 174.4 feet; thence run South 82° 05' West, a distance of 125.1 feet to a point that is 55 feet Southerly of and measured radially to the centerline of survey of said proposed relocation at Station 464 + 00; thence run South 84° 57' West, a distance of 273.7 feet to a point hereby designated as Point "E" for future reference; thence run Westerly along a line that is parallel with and 65 feet Southerly of the centerline of survey of said project, a distance of 150.5 feet to a point hereby designated as Point "F" for future reference; thence continue Westerly along the last mentioned parallel line, a distance of 578.3 feet; thence run South 70° 42' West, a distance of 106.6 feet; thence run South 45° 39' West, a distance of 106.7 feet; thence run South 21° 55' West, a distance of 133.3 feet to a point that is 500 feet Easterly of and perpendicular to the centerline of said project at Station 1612 + 00; thence run South 12° 30' West, a distance of 798.8 feet; thence run South 01° 55' East, a distance of 251.2 feet; thence run South 06° 24' West, a distance of 206.2 feet to a point on the present Easterly right-of-way line of

Interstate Highway No. 55, said point being 150 feet Easterly of and perpendicular to the centerline of said project at Station 1600 + 00; thence run North 07° 38' West along the present Easterly right-of-way line of said Interstate Highway No. 55, a distance of 650.0 feet; thence run North 07° 18' East along said present Easterly right-of-way line, a distance of 776.2 feet; thence run North 42° 46' East along said present Easterly right-of-way line, a distance of 179.9 feet; thence run North 89° 46' East along said present Easterly right-of-way line, a distance of 100.0 feet; thence run North 00° 14' West along said present Easterly right-of-way line, a distance of 10.0 feet to a point on the present Southerly right-of-way line of said Mississippi Highway No. 302; thence run Easterly along said present Southerly right-of-way line the following bearings and distances: run thence North 89° 46' East, a distance of 482.0 feet; thence run South 00° 14' East, a distance of 5.0 feet; thence run North 89° 46' East, a distance of 400.0 feet; thence run North 00° 14' West, a distance of 5.0 feet; thence run North 89° 46' East, a distance of 400.0 feet; thence run South 00° 14' East, a distance of 10.0 feet; thence run North 89° 46' East, a distance of 200.0 feet; thence run North 00° 14' West, a distance of 10.0 feet; thence run North 89° 46' East, a distance of 720.0 feet to the point of beginning, containing 7.48 acres, more or less, and being situated in the Northeast 1/4 of Section 36, Township 1 South, Range 8 West, City of Southaven, Desoto County, Mississippi.

Together with any and all abutters rights of access, if any, in, to, over, on and across the above described parcel of land except that such remaining property shall have access between Points "A" and "B" and Points "C" and "D" and between Points "E" and "F" as designated above.

This conveyance includes all buildings and other improvements located on the lands hereby conveyed and the Grantor agrees to surrender full possession of all of said property on or before ninety (90) days from the date of this deed.

It is distinctly understood between the parties hereto that this conveyance includes in its entirety the improvements located wholly on the land hereinabove described and the improvements located partially on the land hereinabove described and partially on the Grantor's remaining land and the Grantee herein, its agents, and assigns are hereby granted the right of ingress and egress on Grantor's remaining land for the purpose of removing or demolishing the aforesaid improvements and the

consideration herein named is in full payment of all said improvements.

The Grantor herein further warrants that the above described property is no part of his/or her homestead.

This conveyance is subject to real estate property taxes for 1988 and to all easements of record and is further subject to the restriction that, unless Guarantor gives its prior written consent, no fence shall be erected by the Grantee herein, its successors and assigns, along the right-of-way for Goodman Road in front of the property hereby conveyed, except along that portion of said right-of-way on which the access ramp to Interstate 55 is constructed..

It is further understood and agreed that the consideration herein named is in full, complete and final payment and settlement of any claims or demands for damage accrued, accruing, or to accrue to the Grantor herein, its heirs, assigns, or legal representatives, for or on account of the construction of the proposed highway, change of grade, water damage, and/or any other damage, right or claim whatsoever.

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any kind.

Witness my signature on the fifth day of August A.D., 1988.

GOODMAN ROAD  
ASSOCIATES, LTD.

By: 222 Goodman, Ltd.  
General Partner

By: 222 Goodman, Inc.  
General Partner

By: Steven D. Ezell  
Steven D. Ezell  
President

Grantee Address:  
Mississippi State Highway  
Department  
P. O. Box 1850  
Jackson, Mississippi 39215-1850  
Phone Number: (601) 359-1919  
Account No. 54-0055-04-053-10

Grantor Address:  
c/o Landmark Capital Corporation  
222 Third Avenue, Suite 420  
Nashville, TN 37201  
  
Phone Number: 615-256-4714

STATE OF MISSISSIPPI

County of \_\_\_\_\_

This day personally appeared before me the undersigned authority, in and for the above named jurisdiction, the above named \_\_\_\_\_ and wife \_\_\_\_\_ who acknowledged that \_\_\_\_\_ signed and delivered the foregoing deed on the day and year therein mentioned.

Given under my hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, A. D., 19\_\_\_\_.

\_\_\_\_\_  
TITLE

(PLACE SEAL HERE)

My commission expires \_\_\_\_\_

STATE OF MISSISSIPPI

County of \_\_\_\_\_

Personally appeared before me, the undersigned authority, \_\_\_\_\_, one of the subscribing witnesses to the foregoing instrument, who being first duly sworn, deposeth and saith that he saw the within named \_\_\_\_\_ and \_\_\_\_\_, whose name \_\_\_\_\_ subscribed hereto, sign and deliver the same to the said State Highway Commission, a body corporate by statute, that he, this affiant, subscribed his name as witness thereto in the presence of the said \_\_\_\_\_ and \_\_\_\_\_ on the day and year therein mentioned.

\_\_\_\_\_  
Affiant

Sworn to and subscribed before me this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_.

\_\_\_\_\_  
TITLE

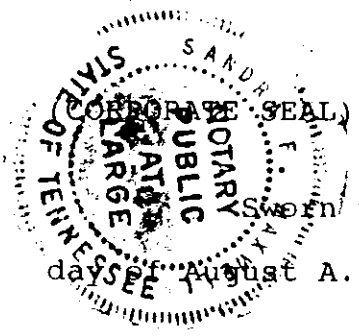
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My commission expires \_\_\_\_\_

CORPORATE ACKNOWLEDGMENT

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

This day personally appeared before me, the undersigned authority in and for the above named county and state, the within named STEVEN D. EZELL, who having been first duly sworn states on his oath that he is PRESIDENT of 222 GOODMAN, INC., a corporation which is the general partner of 222 Goodman, Ltd., a limited partnership which is the general partner of Goodman Road Associates, Ltd., the within named bargainor, and as such, is fully authorized to execute the above and foregoing instrument for and on behalf of said corporation and who further acknowledges that he signed and delivered the above and foregoing instrument on the day and date therein stated for and on behalf of said corporation and GOODMAN ROAD ASSOCIATES, LTD.



Sworn to and subscribed before me on this the 4th day of August A. D., 1988.

*Sandra F. Maxwell*  
Notary Public

(SEAL)

My Commission Expires: 7/18/92